

Exhibit 1

Quarry Depo Tr. Excerpts

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Cung Le, Nathan Quarry, Jon Fitch) Case No: 2:15-cv-01045-RFB(PAL)
Brandon Vera, Luis Javier Vazquez,)
and Kyle Kingsbury on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiff,)
)
vs.)
)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)
)
)
Defendants.)

VIDEO DEPOSITION OF NATHAN QUARRY

taken at 300 South Fourth Street, Suite 800,
Las Vegas, Nevada 89101, beginning at 9:09 A.M.
and ending at 4:59 P.M. on Friday, September 30, 2016

Reported by:

Sarah Padilla
CCR NO. 929

Job No. 270538
Pages 1-297

1

APPEARANCES OF COUNSEL:

FOR PLAINTIFFS:

BERGER & MONTAGUE, P.C.
BY: ERIC C. CRAMER ATTORNEY AT LAW
1622 Locust Street
Philadelphia, Pennsylvania 19103-6305
(215)875-3000
ecramer@bm.net

FOR PLAINTIFFS:

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP
BY: DON SPRINGMEYER, ATTORNEY AT LAW
3556 E. Russell Road, 2nd Floor
Las Vegas, Nevada 89120-2234
(702)341-5200
dspringmeyer@wrsllawyers.com

FOR DEFENDANT ZUFFA, LLC, d/b/a ULTIMATE FIGHTING CHAMPIONSHIP and UFC:

BOIES, SCHILLER & FLEXNER, LLP
BY: WILLIAM A. ISAACSON, ATTORNEY AT LAW
BY: PERRY GROSSMAN, ATTORNEY AT LAW
5301 Wisconsin Avenue NW
Washington, DC 20015
(202)237-2727
wisaacson@bsfllp.com

FOR DEFENDANT ZUFFA, LLC:

LAW OFFICE OF KIRK HENDRICK
BY: KIRK HENDRICK, ATTORNEY AT LAW
2960 W. Sahara Avenue
Las Vegas, Nevada 89102
(702) 221-4757

Also Present: Alan Taggert, Legal Videographer

EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 9 - 137 Agreement
Exhibit 10 - 139 E-mails
Exhibit 11 - 161 E-mail
Exhibit 12 - 165 E-mail
Exhibit 13 - 176 Mixedmartialarts.com Printout
Exhibit 14 - 191 BloodyElbow.com Article
Exhibit 15 - 202 Internet Post by Nathan Quarry
Exhibit 16 - 209 Internet Posts
Exhibit 17 - 229 January 1, 2012 Agreement
Exhibit 18 - 234 Bellator Agreement
Exhibit 19 - 243 On Camera Talent and Rights Agreement
4
Exhibit 20 - 246 WSOF Global Agreement

INDEX

WITNESS EXAMINATION PAGE
NATHAN QUARRY

BY: MR. ISAACSON 8

EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 1 - 101 Amended Antitrust Complaint
Exhibit 2 - 116 Agreement
Exhibit 3 - 124 E-mail
Exhibit 4 - 126 Bout Agreement
Exhibit 5 - 127 Agreement
Exhibit 6 - 131 Agreement
Exhibit 7 - 133 Merchandise Rights Agreement
Exhibit 8 - 134 E-mails

EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 21 - 247 WSOF Global Agreement
Exhibit 22 - 253 Text Messaging Printouts
Exhibit 23 - 254 E-mails
Exhibit 24 - 255 E-mails
Exhibit 25 - 258 E-mail
Exhibit 26 - 260 E-mail
Exhibit 27 - 262 Deal Memo, Promotional Services
Exhibit 28 - 263 Deal Memo Signature Page
Exhibit 29 - 265 Nathan Quarry Printout/Bio
Exhibit 30 - 266 Square Promotion Bout Agreement
Exhibit 31 - 268 Message Printout

Page 6

EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 32 - 270 E-mails

Exhibit 33 - 276 E-mails

Exhibit 34 - 278 E-mails

Exhibit 35 - 289 E-mails

Exhibit 36 - 292 Nate Quarry Sponsor List

-oOo-

6

Page 7

Las Vegas, Nevada, Friday, September 30, 2016
9:09 A.M. - 4:59 P.M.

-oOo-

THE VIDEOGRAPHER: We are now on the record. This begins videotape No. 1 in the deposition of Nathan Quarry in the matter of Cung Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis Javier Vasquez, and Kyle Kingsbury on behalf of themselves and all others similarly situated versus Zuffa, LLC doing business as Ultimate Fighting Championship and UFC.

This case is filed in the United States District Court for the District of Arizona, case No. 2:15-CV-01045-RFB-PAL.

Today is September 30, 2016, and the time is approximately 9:09 A.M. This deposition is being taken in the office of Boies, Schiller & Flexner, LLP of Las Vegas, Nevada. The videographer is Alan Taggart of Magna Legal Services and the court reporter is Sarah Padilla of Magna Legal Services.

Will all counsel please identify themselves for the record.

MR. CRAMER: Eric Cramer for the witness and the plaintiffs.

7

MR. SPRINGMEYER: Don Springmeyer for the

Page 8

witness and the plaintiffs.

MR. HENDRICK: Kirk Hendrick, chief legal officer for Zuffa, LLC.

MR. GROSSMAN: Perry Grossman for Zuffa.

MR. ISAACSON: Bill Isaacson, Boies, Schiller & Flexner for Zuffa.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

(Witness sworn.)

-oOo-

NATHAN QUARRY,

called as a witness on behalf of Defendants,

having been administered an oath, was examined and testified as follows:

EXAMINATION

BY MR. ISAACSON:

Q You all set there?

A Yes, sir.

Q Mr. Quarry, I'm Bill Isaacson. I'll be asking you questions today. If you ever don't understand something I am asking you, just ask me to ask again or say it better.

A Yes, sir.

8

Q All right. Have you ever testified as a

Page 9

witness in the deposition or in a hearing or a trial before?

A I don't think I have. I don't recall that.

Q Ever remember testifying under oath?

A I had a real estate issue ten or 12 years ago. I may have testified during that actually here in Nevada. I think that would be the only time.

Q Did you -- was your real estate issue, did it actually result in a court proceeding?

A No.

Q Was there any sort of lawsuit involved with your real estate issue?

A I was trying to get back the earnest money that someone had put down on a house that they didn't feel I should have.

Q Okay. And did you file a lawsuit?

A Well, I'm not sure if that's what we were there for. I wanted to get that -- or he wanted to get his money back, so I guess it would be him that filed.

Q So did he -- the person that you had a dispute over earnest money with someone. Do you remember who that was?

9

A No.

1 A If the association is called upon to help
2 in such matters, I think having all the fighters
3 speak with one voice would definitely be helpful as
4 opposed to each fighter standing alone.

5 Q All right. And am I correct that you --
6 that one relationship you see between the antitrust
7 lawsuit and your goal of an association is that if
8 the antitrust lawsuit is successful, the association
9 would be a good organization to renegotiate the
10 contracts?

11 MR. CRAMER: Asked and answered. Form.

12 THE WITNESS: It's speculation. I see in
13 all the other professional leagues that a players'
14 association has been very helpful in helping defend
15 the players' rights.

16 MR. CRAMER: Do you need a break?

17 THE WITNESS: No, I'm good.

18 MR. ISAACSON: That is one of the rules of
19 these things. Any time you need a break, just say
20 so.

21 THE WITNESS: Do I need a break?

22 MR. ISAACSON: No, you're doing great.
23 What he's referring to is when does the coffee hit.

24 MR. CRAMER: You just looked a little
46
25 uncomfortable.

1 THE WITNESS: Oh, it's just my back.

2 MR. CRAMER: That's why I --

3 THE WITNESS: As long as I can move around
4 I'm okay for the most part.

5 MR. CRAMER: Keep moving around, then.

6 BY MR. ISAACSON:

7 Q So if the antitrust lawsuit is successful,
8 what is your understanding of any benefit you
9 individually will receive?

10 A The antitrust lawsuit, me personally, I'm
11 here as a class representative of those that are
12 still fighting and those that will fight in the
13 future. Our main goal for the lawsuit itself is
14 damages and what would have happened if we would
15 have had a free market where the fighters were able
16 to compete and see what their true value is worth
17 and then change the exclusive contracts that the
18 fighters are forced to be into if they want to fight
19 in the biggest league in the world, especially in
20 the United States, as well as not having to worry
21 about being threatened, blacklisted, punished for
22 not doing what they are told right out the gate.

23 As Joe Silva said one time, "If you don't
24 like the first fight I offer you, you're sure as
47

25 shit not going to like the second one." Those types

1 of things, when you're trying to work in an
2 organization and you are trying to think about your
3 own career, those are things that you should not be
4 bullied into being forced to do. Otherwise you are
5 going to be punished.

6 My goal for the lawsuit is definitely
7 damages for everything that has happened in the past
8 and to change the way Zuffa does business moving
9 forward.

10 BY MR. ISAACSON:

11 Q And I'll come back to those points you
12 just made. But can you tell me what is your
13 understanding of how you will benefit if the
14 antitrust lawsuit is successful?

15 A How I will benefit if the antitrust
16 lawsuit is successful. Well, I'm not a part of the
17 bout class. My fights were outside of that
18 timeline. I am a part of the identity class. My
19 fights are shown 24 hours a day on the UFC website.

20 Trading cards are sold, video games are sold. At
21 the start of every UFC pay-per-view, they show me
22 getting knocked out, so I assume that still has some
23 value to them. These are things I was never able to
48

24 negotiate. No fighter is able to negotiate because
48
25 they're all handed the same cookie cutter contract

1 and forced to sign, and if you don't want to sign
2 that, you have nowhere else to go since UFC has
3 bought up all the competition.

4 Q All right. Do you expect that if the
5 antitrust lawsuit is successful that you would
6 financially benefit by being -- from your role in
7 the identity class?

8 A I have no idea. I'm not the -- I don't
9 know what the numbers would be.

10 Q All right. Are you familiar with the
11 concept of class representatives receiving bonus
12 awards or other compensation?

13 A I have heard that, yes.

14 Q And have you heard that from anyone other
15 than lawyers?

16 A At any time?

17 Q Sure.

18 A No. That's not something that comes up in
19 average fighter speak conversations. We're talking
20 more about kimuras and heel hooks and knock outs.

21 Q All right. And what is your understanding
22 of the potential for a class representative in
23 receiving any special award?

24 A I have no idea. I don't know how those
49

25 things work. And I sat down and considered joining

Page 102

1 A Yes.

2 Q And it says you competed in UFC promoted
3 bouts in the United States from April 2005 to
4 March 2010; is that correct?

5 A I believe so.

6 Q All right. And it says you appeared in
7 the UFC Undisputed 2010 video game that debuted
8 May 5, 2010, in North America; is that correct?

9 A Yes.

10 Q Goes on to say you've been featured in a
11 number of trading cards manufactured and sold by
12 Topps Trading Cards including a series in 2010 which
13 is still sold today; is that correct?

14 A I believe so.

15 Q Then it says, "Quarry's identity was
16 expropriated and his compensation for appearing in
17 UFC licensed merchandise and UFC promotional
18 materials was artificially suppressed due to the
19 scheme alleged herein."

20 What is your understanding of
21 expropriation of your identity that has taken place?

22 A Well, by buying out all the competition
23 and suppressing the options for people to fight in
24 other organizations, and then by forcing the

102

25 fighters to, if you want to compete in what

Page 103

1 essentially is the only remaining MMA organization,
2 you have to sign these exclusive contracts, and then
3 through the threats and the intimidation to be sure
4 that you don't even attempt to try and change
5 anything. So my position -- our position as a class
6 representative is if the free market was open and
7 these contracts weren't as restrictive and there was
8 competition, that the -- as the saying is, a rising
9 tide raises all boats. So we'd be able to get more
10 compensation on the open market for our likeness
11 rights and for fights and things like that.

12 Q All right. Can you point to any specific
13 examples of expropriation of your identity that is
14 being referred to by this complaint?

15 MR. CRAMER: Objection to the extent it
16 calls for a legal conclusion. You can answer if you
17 understand it.

18 THE WITNESS: Yeah. Can you explain what
19 you mean by expropriation?

20 BY MR. ISAACSON:

21 Q Well, it says, "Quarry's identity was
22 expropriated." This is your complaint. So I'm
23 actually trying to find out what you have to say
24 about that statement?

103

25 A Well, that would be a word I looked up as

Page 104

1 I was reading it, I assure you. But if you could
2 refresh my memory as to what expropriated means, I
3 would appreciate it.

4 Q I think fair to say it means taken.

5 A Okay. That was my pretty much
6 understanding.

7 Q When you expropriate property, you take
8 it. I think your counsel won't quibble with that.

9 What does that mean in terms of your
10 identity being expropriated or taken, what are
11 you -- what are you referring to there?

12 A My likeness has been taken for things such
13 as mentioned here: The trading cards, video game,
14 action figure if there was to have been one. You

15 can go onto the UFC website today and watch any of
16 my fights, which I am not compensated for. You can
17 order yourself a Reebok jersey with my name on it,
18 and there was no negotiating to find out how much my
19 value would be with Reebok compared to a Nike or
20 something like that.

21 If I even wanted to own photos from my
22 fights, I cannot own those photos, I can only rent
23 those photos. And other people as well can rent or
24 purchase my photos. If I want to put up a website

104

25 that has photos of me fighting, I have to rent those

Page 105

1 photos from the UFC and pay them for my own
2 likeness. There's never been any negotiation
3 about -- on the free market as to what my value
4 would be. It was merely told this is what.

5 (Pause in the proceedings.)

6 BY MR. ISAACSON:

7 Q Are there any instances where your
8 identity or image has been taken where you were not
9 part of a UFC event or otherwise associated with UFC
10 trademarks?

11 MR. CRAMER: Objection to form.

12 THE WITNESS: I don't understand the
13 question. Are you asking if anyone at any time has
14 taken my likeness and used it?

15 BY MR. ISAACSON:

16 Q No. That's a fair point. I'm just now --
17 I'm only talking about Zuffa and UFC. So in terms
18 of your complaint, is there any taking or
19 expropriation of your identity that you would point
20 to where you were not involved in a UFC event or
21 otherwise associated with UFC trademark?

22 A I am not overly following your line of
23 questioning. I would say, as I mentioned earlier,
24 the start of every UFC pay per view is me getting

105

25 knocked out, so they still find value in my likeness